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July 12, 2010

REQUEST FOR PROPOSALS (RFP)

Sustainable Communities Strategy/Regional Transportation Plan Performance Assessment

Letter of Invitation

Dear Consultant:

The Metropolitan Transportation Commission (MTC) invites your firm to submit a proposal to assist MTC in conducting a performance assessment for the 2013 Sustainable Communities Strategy/Regional Transportation Plan (SCS/RTP).

This letter, together with its enclosures, comprise the Request for Proposal (RFP) for the SCS/RTP Performance Assessment project. You may download a copy of the RFP from MTC's website at <http://www.mtc.ca.gov/jobs/>. Responses should be submitted in accordance with the instructions set forth in this RFP.

Proposal Due Date

Interested firms must submit an original and five (5) copies, as well as one electronic PDF version, of their proposal by **4:00 pm, Wednesday, August 4, 2010**. *Proposals received after that date and time will not be considered.* Proposals shall be considered firm offers to provide the services described for a period of ninety (90) days from the time of submittal.

MTC Point of Contact

Lisa Klein will be MTC's Project Manager and point of contact for this contract. Proposals and all inquiries relating to this RFP shall be submitted to Lisa Klein, Project Manager, at the address shown below. For telephone inquiries, call (510) 817-5832. E-mail inquiries may be directed to lklein@mtc.ca.gov.

Lisa Klein, Project Manager
Metropolitan Transportation Commission
Joseph P. Bort MetroCenter
101 Eighth Street
Oakland, CA 94607-4700

Consultant Qualifications

Proposals must demonstrate that the Consultant meets the following minimum qualifications to be eligible for consideration for this project:

- Project manager who has played a similar role on a minimum of three (3) projects in the last seven (7) years prior to the date of this RFP substantially similar to the services requested by MTC; and
- Each project team member other than support staff has a minimum of two (2) years experience working on similar projects, with specific experience based on the tasks on which he or she is proposed to work.

Background

MTC and the Association of Bay Area Governments (ABAG) have begun to develop the Bay Area's SCS/RTP to meet requirements under SB 375. The agencies plan to take a performance-based approach with the intent to inform decisions about land use and transportation policy and specific transportation investments. By the end of this year, ABAG and MTC will establish specific, quantitative performance objectives to help frame development of the SCS/RTP. The objectives are expected to build on those adopted in *Transportation 2035* and *ABAG Projections 2009* and address goals associated with strengthening the region's economy, promoting equity and enhancing the environment.

Likewise, the approach to the performance assessment is expected to be similar to that conducted for *Transportation 2035*, which consisted of both a scenario and project-level assessment. The scenario assessment is intended to illustrate what it would take to reach the adopted performance objectives. It will assess the potential of various combinations land use policies and transportation investments and policies, such as pricing, to achieve the objectives. The scenario assessment will allow the region to assess our ability to achieve performance targets, including the greenhouse gas emissions target set by the California Air Resources Board. They will inform discussions between ABAG and local governments about the Regional Housing Needs Allocation, and will inform the policy element of the RTP. The project performance assessment is intended to understand how potential transportation investments advance the region's goals and performance objectives and which projects are most cost-effective. The results of this analysis will inform MTC's selection of investments included in the financially constrained RTP.

Scope of Work, Budget and Schedule

A preliminary scope of work for the project is provided in *Appendix A, Preliminary Scope of Work*. MTC has not refined the scope of work for the SCS/RTP Performance Assessment. MTC anticipates working with the selected Consultant to develop a detailed work scope for this project. All work will be assigned pursuant to MTC-initiated task orders. Payment for work performed under task orders may be deliverables-based or time and materials, as determined by the MTC Project Manager. The Task Order process and a sample task order form are attached hereto as *Appendix E, Task Order Process*, and *Appendix E-1, Sample Task Order*, respectively. Each Task Order awarded by MTC will include a specific scope of work based on the areas identified in *Appendix A, Preliminary Scope of Work*.

A maximum of one hundred fifty thousand (\$150,000) is currently available for this effort. Overall funding will depend on the final agreed-upon scope of work.

MTC expects the work to commence on or about September 15, 2010, and to be completed no later than March 31, 2012. At MTC's sole option, the contract may be extended for additional work related to the *Appendix A, Summary of Anticipated Work*.

Proposers' Conference and Requests for Clarification or Exceptions

A proposers' conference will be held at 11:00 a.m., Wednesday, July 21, 2010 at the Joseph P. Bort MetroCenter Building, 101 8th Street, Oakland, in the MTC Fishbowl Conference Room.

Any addenda will be posted on MTC's website. All potential bidders are responsible for checking the website for any addenda to the bid documents.

Any requests for clarification of or exceptions to RFP requirements must be received by MTC no later than 4:00 p.m., Friday, July 23, 2010, to guarantee response or consideration.

Proposal Evaluation

Proposals will be evaluated in accordance with the evaluation factors listed in *Section V* of this RFP. MTC reserves the right to accept or reject any or all proposals submitted, waive minor irregularities in proposals, request additional information or revisions to offers, and to negotiate with any or all proposers. Any contract award will be to the firm that presents the proposal that, in the opinion of MTC, is the most advantageous to MTC, based on the evaluation criteria in *Section V*.

Consultant Selection Timetable

11:00 a.m., Wednesday, July 21, 2010	Proposers' Conference at Joseph P. Bort MetroCenter, 101 Eighth Street, Oakland, CA 94607, in the Fishbowl Conference Room (Third Floor)
4:00 p.m., Friday, July 23, 2010	Closing date/time for receipt of requests for clarification/exceptions
No later than three (3) working days prior to the date proposals are due.	Deadline for protesting RFP provisions
4:00 pm, Wednesday, August 4, 2010	Closing date/time for receipt of proposals
Wednesday or Thursday, August 18 or 19, 2010	Interviews/Discussions (if held)
Wednesday, August 27, 2010	Date for receipt of Best and Final Offers (if required)
Wednesday, September 8, 2010	MTC Administration Committee Approval

General Conditions

MTC will not reimburse any Consultant for costs related to preparing and submitting a proposal.

All materials submitted by proposers are subject to public inspection under the California Public Records Act (Government Code § 6250 *et seq.*), unless exempt. (See *Section VI.F* of RFP).

MTC reserves the right in its sole discretion not to enter into any contract as a result of this RFP.

A synopsis of MTC's contract provisions is enclosed for your reference as *Appendix D*. If a proposer wishes to propose a change to any standard MTC contract provision, the provision and the proposed alternative language must be submitted prior to the closing date for receipt of requests for clarifications/exceptions listed above. If no such change is requested, the Consultant will be deemed to accept MTC's standard contract provisions, unless such language is protested in accordance with the procedures in *Section VI.E* of the RFP.

The selected consultant will be required to maintain insurance coverage, during the term of the contract, at the levels described in *Appendix D-1*. Consultant agrees to provide the required certificates of insurance providing verification of the minimum insurance requirements listed in *Appendix D-1*, Insurance Requirements, within five (5) days of MTC's notice to firm that it is the successful proposer. Requests to change MTC's insurance requirements should be submitted on or prior to the closing date for receipt of requests for clarifications/exceptions listed above. MTC will review the requests and issue an addendum if material changes requested by a prospective proposer are acceptable. Objections to MTC determinations on requests to change insurance requirements must be brought to MTC's attention no later than the date for protesting RFP provisions above. If such objections are not brought to MTC's attention consistent with the protest provisions of this RFP, compliance with all material insurance requirements will be assumed.

Authority to Commit MTC

Based on an evaluation conducted by an evaluation panel, the Executive Director will recommend a consultant to the MTC Administration Committee, which will commit MTC to the expenditure of funds in connection with this RFP.

Thank you for your interest.

Sincerely,



Ann Flemer
Deputy Executive Director, Policy

AF: LK

REQUEST FOR PROPOSALS

to the

METROPOLITAN TRANSPORTATION COMMISSION

for

CLIMATE INITIATIVES PROGRAM EVALUATION

July 12, 2010

Joseph P. Bort MetroCenter
101 Eighth Street
Oakland, CA 94607-4700

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I. BACKGROUND AND PROJECT DESCRIPTION

A. Background

1. Sustainable Communities Strategy/Regional Transportation Plan

The Metropolitan Transportation Commission (MTC) and the Association of Bay Area Governments (ABAG) have begun to develop the Bay Area's Sustainable Communities Strategy/ Regional Transportation Plan (SCS/RTP) that will meet requirements under SB 375. The law calls upon metropolitan planning organizations (MPOs) in California to develop an integrated transportation, land-use and housing plan, called a Sustainable Communities Strategy (SCS), with the ultimate goal of reducing greenhouse gas emissions for cars and light-duty trucks. MTC and ABAG will develop the strategy in partnership with the Bay Area Air Quality Management District (BAAQMD) and the San Francisco Bay Conservation Development Commission. The four regional agencies will team with local governments, county congestion management agencies, public transit agencies, interested residents, stakeholders and community groups to develop the SCS.

Under SB 375, MTC must adopt the SCS as part of its next Regional Transportation Plan (RTP) for the Bay Area, which is due in 2013. Furthermore, the Regional Housing Needs Allocation (RHNA) must follow the development pattern specified in the SCS. ABAG will adopt RHNA at the same time MTC adopts the RTP. For this reason, the agencies are approaching the SCS/RTP as a combined planning effort that is closely coordinated with RHNA. The overall schedule for the SCS/RTP is shown below:

SCS/RTP Schedule At-a-Glance

2010	2011	2012	2013
<ul style="list-style-type: none"> ▪ Initiate planning effort ▪ Adopt Public Participation Plan ▪ Establish GHG target (objective) ▪ Establish goals and other objectives ▪ Define scenarios ▪ Projections 2009 Base Case 	<ul style="list-style-type: none"> ▪ Scenario Performance Assessment ▪ Project Level Performance Assessment ▪ Begin RHNA process (fall) 	<ul style="list-style-type: none"> ▪ Adopt RHNA ▪ Analysis for EIR ▪ Release draft RTP/ SCS and EIR (fall) 	<ul style="list-style-type: none"> ▪ Adopt Final RTP/ SCS (spring)

Bold indicates activities addressed in this request for proposal

2. Performance-Based Approach

ABAG and MTC intend to take a performance-based approach to developing the SCS/RTP with the intent to inform decisions about land use and transportation policy and specific transportation investments in RHNA and the SCS/RTP. By the end of 2010, ABAG and MTC will establish specific, quantitative performance objectives to help frame development of the SCS/RTP. The objectives are expected to address goals associated with strengthening the region's economy, promoting equity and enhancing the environment. There is a good likelihood that the SCS/RTP

will incorporate performance measures and objectives from ABAG *Projections 2009* and *Transportation 2035* such as:

- Reduce greenhouse gas emissions per capita (required under SB 375) and particulate matter emissions
- Reduce vehicle miles traveled per capita
- Reduce delay per capita
- Reduce injuries and fatalities involving motor vehicles, bicycles and pedestrians
- Improve the state of repair of transit, local roadway and state highway assets
- Increase non-auto access to jobs and services
- Decrease the share of earnings spent by low-income households on housing and transportation
- Decrease greenfield development

In some cases, substitutes may be offered for some measures/objectives. In addition, some new measures/objectives may be added to address areas of heightened interest, which may include economic and health impacts.

The approach to performance assessment is expected to be modeled to a large degree on the performance assessment conducted for the region's current RTP, *Transportation 2035*, as described below under I.B. Project Description and Objectives. However, agency staff expect to make some refinements in the measures and methods from the *Transportation 2035* effort.

Use of Results

The results of the performance assessment will figure prominently at several key decision points. Specifically, they will:

- Allow us to assess our ability to achieve greenhouse gas emissions target set by the California Air Resources Board and the need to develop an "Alternative Planning Scenario";
- Help us define of policy approaches to transportation and land use, i.e., what it takes to make substantial progress toward our objectives;
- Provide information for consideration by local governments and ABAG when developing the Regional Housing Needs Allocation; and
- Inform MTC's selection of projects for inclusion in the financially constrained RTP.

B. Project Objectives and Description

The objective of the performance assessment is to inform land use policy and transportation policy and investment decisions in the SCS/RTP. The approach is expected to be similar to the Performance Assessment conducted for *Transportation 2035*, which consisted of both a scenario and project-level assessment. The scenario assessment is intended to illustrate what it would take to reach the adopted performance objectives. The project performance assessment is intended to understand how potential transportation investments advance the region's goals and performance objectives and which projects are most cost-effective.

The Consultant may be asked to assist with the selected elements of both the scenario and project-level performance assessments as described below and in more detail in *Appendix A, Preliminary Scope of Work*. The exact scope is not known at this time; however, it will require

the skills and experience needed to perform the tasks in the preliminary scope of work. The Consultant will need to work close with MTC and ABAG staff to complete the analysis.

While MTC may seek the Consultant's assistance with extracting data from travel demand forecasts for both the scenario and project-level assessments, the Consultant is not expected to generate travel demand or land use forecasts. MTC anticipates using its new activity-based travel demand model for the Performance Assessment, and this work will be done in-house by MTC staff or under a separate consultant contract. ABAG anticipates using its new PECAS land use model, and this work will be done in-house by ABAG staff.

Agency staff anticipates the bulk of the analysis for the scenario and project performance assessments will be conducted concurrently between January and October 2011, as shown in bold in the preliminary schedule below. ABAG and MTC staff will consult with regional stakeholders throughout this effort, starting with the identification of performance measures and methods, continuing with definition of scenarios and identification of projects for evaluation, and concluding with review of the analysis results. ABAG and MTC expect the performance assessment results will be shared at a high level with a broad audience in the summer and early fall of 2011 during outreach to local agencies about potential growth allocation targets for the SCS.

Preliminary Performance Assessment Schedule

		Scenario Assessment	Project Assessment
Sep. – Dec. 2010	↑ Outreach to Local Government ↓	Define Performance Objectives and Scenarios	Call for projects
Jan. – Mar. 2011		Round 1 Scenario assessment	Conduct assessment within this window (but not necessarily over the full 6 months)
Apr. – Jun 2011			
Jul. – Sep. 2011		Round 2 Scenario assessment	
Sep. 2011 – Mar. 2012		Select preferred SCS/RTP land use scenario and transportation investments Limited follow-on analysis, as required	

1. Scenario Assessment

ABAG and MTC expect to conduct two rounds of scenario assessment. The first round, to be conducted in early 2011, will examine several scenarios covering a wide range of land use policy assumptions and corresponding transportation investments. In the first round, which will precede discussions with local jurisdictions about growth allocations, the land use scenarios will be designed to be illustrative rather than to reflect the amount of growth local jurisdictions are likely to support. Transportation pricing strategies and other transportation policy approaches, such as programs to expand telecommuting, also will be evaluated either as integral parts of the scenarios or as sensitivity tests. The results of the first round will be used in the course of discussions with local jurisdictions about housing allocations.

In the second round, conducted in summer 2011, ABAG and MTC will consider a draft final scenario which uses more realistic land use assumptions and is based on discussions that have occurred with local jurisdictions. Pricing sensitivity tests will also be conducted in the second round. The results of the second round of analysis will provide the basis for selecting the preferred SCS/RTP.

MTC and ABAG will use land use and travel demand models to forecast the likely impacts of those assumptions in 2040 and interim years. Data from the forecasts will be used to assess the performance of each scenario relative to the adopted performance objectives. While the specific performance measures and objectives have yet to be defined, agency staff anticipates most measures will be readily calculated from travel demand model output with straight forward post-processing and/or simple spread-sheet calculations. Performance measures used in *Transportation 2035* and *Projections 2009* included: vehicle miles traveled per capita, motor vehicle carbon dioxide and particulate matter emissions, delay per capita, motor vehicle collisions, non-auto access to jobs and services, and household expenditures on housing and transportation. All of these are candidates for the SCS/RTP performance assessment. Additional measures are under consideration including those addressing the health impacts and economic impacts of transportation and land use. MTC staff is currently conducting preliminary research into measures and models to address these interests.

MTC and ABAG seek Consultant assistance with assessing potential new performance measures, defining or refining methodologies for calculating performance measures, and summarizing scenario performance based on travel demand model output.

2. Project Assessment

Concurrent with the scenario assessment, MTC will conduct an evaluation of potential transportation investments. MTC staff anticipates conducting both qualitative and quantitative assessments, as was done for *Transportation 2035*. Staff seeks Consultant assistance principally with the quantitative assessment, which will likely consist of a benefit-cost and cost-effectiveness assessment of approximately 100 relatively large projects and regional programs. Examples include: new and enhanced transit services, freeway widenings including carpool and/or HOT lanes, major arterial reliever routes, major freeway-to-freeway interchanges, the Regional Bikeways Network, and MTC's Transportation for Livable Communities program. The benefit-cost methodology and cost-effectiveness measures will tie back to the performance measures and objectives adopted for the scenario assessment. Wherever possible, MTC staff will use the regional travel demand model to estimate travel and emissions impacts for input to the benefit-cost and cost-effectiveness calculations. For projects that cannot be represented in the regional travel demand model, impacts will be based on existing research and empirical data.

For *Transportation 2035*, MTC calculated annualized benefit-to-cost ratio based for year 2035 using an Excel spread sheet model. This summer, MTC staff is conducting a preliminary review of potential refinements to the benefit-cost assessment methodology used in *Transportation 2035*. This review is intended to provide input to the project scope of work. One refinement of interest is to be able to capture a stream of benefits and costs over time.

II. PROPOSER MINIMUM QUALIFICATIONS AND REQUIREMENTS

Proposals must demonstrate that the Consultant meets the following minimum qualifications to be eligible for consideration for this project.

- Project manager who has played a similar role on a minimum of three (3) projects in the last seven (7) years prior to the date of this RFP substantially similar to the services requested by MTC; and
- Each project team member other than support staff has a minimum of two (2) years experience working on similar projects, with specific experience based on the tasks on which he or she is proposed to work.

III. SCOPE OF WORK, PERIOD OF PERFORMANCE, AND BUDGET

A. Scope of Work

A summary of anticipated work tasks for the project is provided in *Appendix A, Preliminary Scope of Work*, which includes tasks that illustrate the type of assistance that MTC is requesting in this RFP. All work will be assigned pursuant to MTC-initiated, deliverables-based or time and materials task orders. The task order process and a sample task order form are attached hereto as part of *Appendix E, Task Order Process*, and *Appendix E-1, Sample Task Order*. Each Task Order awarded by MTC will include a specific scope of work based on the areas identified in *Appendix A, Summary of Anticipated Work*.

B. Period of Performance

MTC expects the work to commence on or about September 15, 2010 and to be completed by March 31, 2012. At MTC's sole option, the contract may be extended for additional work related to the *Appendix A, Preliminary Scope of Work*.

C. Budget

MTC has budgeted a maximum of one hundred fifty thousand (\$150,000) for this effort overall funding will depend on the final agreed-upon scope of work.

D. Personnel

Any change in key staff persons identified in the contract is subject to the approval of MTC. Removal by the Consultant of any key staff persons identified in the contract without written consent of the MTC Project Manager may be considered a material breach of contract.

IV. PROPOSAL FORM

Proposers must submit an original and five (5) hard copies and one electronic copy in pdf format of their proposal to MTC, at the address listed on page 2 of the letter of invitation, by **4:00 pm, Wednesday, August 4, 2010** to be considered. Proposal content and completeness are most important. Clarity is essential and will be considered in assessing the proposer's capabilities.

Each proposal should include:

A. Transmittal Letter

Proposals must include a transmittal letter signed by an official authorized to solicit business and enter into contracts for the firm and the name and telephone number of a contact person, if different from the signator.

B. Title Page

Proposals must include a title page that includes the RFP subject, the name of the proposer's firm, local address, telephone number, name of contact person, and the date.

C. Table of Contents

Proposals must include a table of contents that includes a clear identification of the material by section and page number.

D. Overview and Summary

This section should clearly convey the Consultant's understanding of the nature of the work and the general approach to be taken, and identify any specific considerations. It should include, but not be limited to, the following:

1. A discussion of the project's purpose;
2. A summary of proposed approach; and
3. The assumptions made in selecting the approach.

E. Preliminary Work Plan

This section should present a preliminary work plan for the tasks described in *Appendix A, Preliminary Scope of Work*. The proposed work plan should:

1. Discuss how the Consultant will conduct the identified tasks, identify deliverables, and propose a preliminary schedule. The proposal should discuss the tasks in sufficient detail to demonstrate a clear understanding of the project and component tasks. The proposal may include additional tasks or sub-tasks the Consultant believes necessary to accomplish the project goals. The schedule should show the expected sequence of tasks, subtasks and milestones.
2. Provide a preliminary staffing plan for each preliminary task. Provide an organizational chart that shows roles and responsibilities of key personnel and reporting structure, including reporting and communication relationships between MTC, consultant staff, and subcontractors, if any.

3. Describe approach to managing resources and maintaining quality results. Include a description of the role of any subcontractors, their specific responsibilities, and how their work will be supervised to maintain quality results.
4. Identify and explain any problem areas and/or potential obstacles (such as schedule creep, budget overruns, personnel management, feasibility, etc.) to successful completion of the Preliminary Scope of Work. Discuss methods, formal and informal, that you will use to track and resolve these problems/obstacles during the project.

F. Qualifications and References

1. Describe proposed team's qualifications specific to the requirements set forth in *Section II, Proposer Minimum Qualifications and Requirements*. Identify the personnel, including subcontractors' personnel, whose expertise or experience addresses each of the specified needs. Proposers are welcome to identify and provide examples of any other qualifications they feel are critical to the successful completion of the Preliminary Scope of Work attached as *Appendix A*.
2. Identify key personnel (including subcontractor personnel) and briefly discuss individual qualifications to perform each task. Each key personnel resume should not exceed two pages.
3. Provide a succinct description (one page maximum) of any previous projects similar to the services requested, indicating the project title, duration, budget, sponsoring agency and sponsor project manager, and roles played by individuals proposed for this study. Include the name of the agency for whom the work was performed, year performed, name of the contact person and their telephone number.
4. Provide at least one sample of a written technical report or memo prepared by key members of the consultant team, identifying the authors. Only one copy is required, and the sample will be returned after proposal evaluation, upon request.
5. Provide a list of references (including references for subcontractors) and their contact information.
6. Provide a summary of all contracts your firm (including subcontractors) has held with MTC in the past three years, including a brief description of the scope of work, the contract amount, and date of execution.

G. Cost Proposal

Based on the preliminary tasks and staffing plan described in response to IV.E.1 and IV.E.2, provide a breakdown of the expected expenditures of funds for each task contained in *Appendix A, Preliminary Scope of Work*. The budget should include, but is not limited to, a task budget and a line item budget with billing rates.

1. The task budget should present a breakdown of hours and expenses by task and deliverable for the project. It should identify or refer to key personnel or job descriptions in relation to

each task to provide a full explanation of the resources committed to the project. Please take note of the instructions under each Task in Appendix A regarding the level of effort to be assumed for the cost proposal. If the Consultant does not believe the available budget for this contract is sufficient to include Task 5, the proposal may include an optional budget item for this task.

2. The line item budget should present a breakdown of costs by cost categories, including billing rates for key personnel and job classifications. The line item budget should be set forth on the *Cost and Price Analysis Form* attached hereto as *Appendix B* to this RFP. A line item budget should also be submitted for proposed sub-consultants with contracts estimated to exceed \$25,000. *Appendix B* is available in electronic spreadsheet format upon request.
3. In addition to the task and line item budgets, MTC requests proposers to provide fully loaded hourly rates applicable to time and materials task orders; a description of all other expenses that would be passed along to MTC; and a description of increases in hourly rates during the prospective 18-month term of the resulting contract.

H. California Levine Act Statement

Submit a signed Levine Act statement (*Appendix C*).

I. Insurance Provisions Document

Submit a signed Insurance Provisions Document (*Appendix D-1*).

V. PROPOSAL EVALUATION

A. Verification of Minimum Qualifications

The Project Manager will review proposals to ensure that each proposal meets the minimum qualifications set out in *Section II, Proposer Minimum Qualifications and Requirements* of this RFP. Proposers failing to meet the minimum qualifications will not be considered.

B. Review for General Responsiveness

The Project Manager, in consultation with the MTC Office of General Counsel, will then conduct an initial review of the proposals meeting the minimum qualifications for general responsiveness. Any proposal that does not include enough information to permit the evaluators to rate the proposal in any one of the evaluation factors listed below will be considered non-responsive. A proposal that fails to include one or more items requested in *Section IV, Form of Proposal*, may be considered complete and generally responsive, if evaluation in every criterion is possible.

C. Evaluation Criteria

Responsive proposals will then be evaluated by a panel of MTC and transit operator staff on the basis of the following evaluation factors, in order of relative importance:

1. Individual and team expertise and experience providing similar consulting services.
2. Approach to completing the project, including but not limited to: understanding of the need, requirements, and timeline for conducting the performance assessment; proposed approach to project tasks; ability to anticipate and respond to potential challenges; strategy for managing resources; and approach to quality control and quality assurances.
3. Cost effectiveness, including hourly rates, including basis for escalation over term of contract; reasonableness and appropriateness of preliminary task budget.
4. Written and oral communication skills, based on proposal and interview, if held.

D. Proposer Discussions

Following the initial evaluation, the panel may elect to recommend award to a particular proposer (with or without interviews), or to enter into discussions with a “short list” of proposers, consisting of those proposers reasonably likely, in the opinion of the panel, to be awarded the contract.

The purpose of discussions with a proposer on the “short list” will be to identify to that proposer specific deficiencies and weaknesses in its proposal and to provide the proposer with the opportunity to consider possible approaches to alleviating or eliminating them. These deficiencies or weaknesses may include such things as technical issues, management approach, cost, or team composition. Discussions may take place through written correspondence and/or during face-to-face interviews. The proposer’s Project Manager, as well as other key personnel identified by the evaluation panel, will be expected to participate in any discussions. A proposer on the “short list” invited to participate in discussions will be expected to provide a presentation limited to 20 minutes consisting of an overview of its approach to the Project.

E. Request for Best and Final Offer

Following discussions, if held, proposers on the “short list” will be given the opportunity to revise their written proposals to address the concerns raised during discussions through issuance of Request for Best and Final Offer (BAFO). Following receipt of the BAFOs, the evaluation panel will evaluate the BAFOs against the evaluation criteria.

MTC reserves the right not to convene oral interviews or discussions, and to make an award on the basis of initial proposals. References may be contacted at any point in the evaluation process.

The panel will recommend a Consultant to the MTC Executive Director, based on their evaluation of the written proposals or BAFOs and oral interviews or discussions (if held). The Executive Director will review the recommendation and, if he agrees, forward the recommendation to the Administration Committee for approval.

MTC reserves the right to accept or reject all proposals submitted, waive minor irregularities, request additional information, or revisions to offers, and negotiate with any or all proposers.

VI. GENERAL CONDITIONS

A. Limitations

This RFP does not commit MTC to award a contract or to pay any costs incurred in the preparation of a proposal in response to this RFP.

B. Award

All finalists may be required to participate in negotiations and to submit such price, technical, or other revisions of their proposals as may result from negotiations. MTC also reserves the right to award the contract without discussion, based upon the initial proposals. Accordingly, each initial proposal should be submitted on the most favorable terms from a price and a technical viewpoint. Any award made will be to the Consultant whose proposal is most advantageous to MTC based on the evaluation criteria outlined above.

C. Binding Offer

A signed proposal submitted to MTC in response to this RFP shall constitute a binding offer from Consultant to contract with MTC according to the terms of the proposal for a period of ninety (90) days after its date of submission, which shall be the date proposals are due to MTC.

D. Contract Arrangements

A synopsis of MTC's contract provisions is enclosed for your reference as *Appendix D*. If a proposer wishes to propose a change to any standard MTC contract provision, the provision and the proposed alternative language must be submitted prior to the closing date for receipt of requests for clarifications/exceptions listed above. If no such change is requested, the Consultant will be deemed to accept MTC's standard contract provisions, unless such language is protested in accordance with Section VI.F below.

The selected Consultant will be required to maintain insurance coverage, during the term of the contract, at the levels described in *Appendix D-1, Insurance Requirements*. Consultant agrees to provide the required certificates of insurance providing verification of the minimum insurance requirements in *Appendix D-1*, within five (5) days of MTC's notice that it is the successful proposer. Requests to change MTC's insurance requirements should be submitted on or prior to the closing date for receipt of requests for clarifications/exceptions listed above. MTC will review the requests and issue an addendum if material changes requested by a prospective proposer are acceptable. Objections to MTC determinations on requests to change insurance requirements must be brought to MTC's attention no later than the date for protesting RFP provisions listed above. If such objections are not brought to MTC's attention consistent with the protest provisions of this RFP, compliance with all material insurance requirements will be assumed.

All work will be assigned pursuant to MTC initiated task orders. The task orders resulting from this RFP will be compensated on a time and materials basis. The task order process and a

sample task order form are attached hereto as part of *Appendix E, Task Order Process*, and *Appendix E-1, Sample Task Order*.

E. Selection Disputes

A proposer may object to a provision of the RFP on the grounds that it is arbitrary, biased, or unduly restrictive, or to the selection of a particular Consultant on the grounds that MTC procedures, the provisions of the RFP or applicable provisions of federal, state or local law have been violated or inaccurately or inappropriately applied by submitting to the Project Manager a written explanation of the basis for the protest:

- 1) No later than three (3) working days prior to the date proposals are due, for objections to RFP provisions;
- 2) No later than three (3) working days after the date the firm/team is notified that it did not meet the minimum qualifications, did not satisfy DBE requirements, or was found to be non-responsive; or
- 3) No later than three (3) working days after the date on which contract award is authorized by the Administration Committee or the date notified that it was not selected, whichever is later, for objections to Consultant selection.

Except with regard to initial determinations of non-responsiveness or failure to meet the minimum requirements, the evaluation record shall remain confidential until the MTC Administration Committee authorizes award.

Protests of recommended awards must clearly and specifically describe the basis for the protest in sufficient detail for the MTC review officer to recommend a resolution to the Executive Director.

The Executive Director will respond to the protest in writing, based on the recommendation of a staff review officer. Authorization to award a contract to a particular Contractor by MTC's Administration Committee shall be deemed conditional until the expiration of the protest period or, if a protest is filed, the issuance of a written response to the protest by the Executive Director.

Should the Proposer wish to appeal the decision of the Executive Director, it may file a written appeal with the MTC Administration Committee, no later than three (3) working days after receipt of the written response from the Executive Director. The Administration Committee's decision will be the final agency decision.

F. Public Records

This RFP and any material submitted by a proposer in response to this RFP are subject to public inspection under the California Public Records Act (Government Code § 6250 *et seq.*), unless exempt by law. Proposals will remain confidential until the Administration Committee has authorized award.

APPENDIX A, PRELIMINARY SCOPE OF WORK

The services to be performed by the selected Consultant or Consultant team shall consist of those directed by MTC through signed task orders. Each task order awarded by MTC will include a specific scope of work based on the areas identified below. The Consultant may be asked to complete tasks including, but not limited to, those described below.

While MTC may seek the Consultant's assistance with extracting data from travel demand forecasts, the Consultant is not expected to conduct land use or travel demand forecasts. MTC anticipates using its new activity-based travel demand model for the Performance Assessment, and this work will be done in-house by MTC staff or under a separate consultant contract. ABAG anticipates using its new PECAS land use model, and this work will be done in-house by ABAG staff.

Tasks

Task 1: Project Management

As a first step, the Consultant shall refine the scope of work, schedule and deliverables through task orders for specific assignments made by the MTC Project Manager. The Consultant shall meet with MTC and ABAG staff in weekly or bi-weekly project management meetings or phone calls, as needed. The Consultant shall provide advice and recommendations to MTC and ABAG throughout the course of the project to address technical and policy issues that may arise.

Deliverables : 1.a. Task orders refining the scope of work, schedule, budget and deliverables for specific tasks assigned by the MTC project manager.
1.b. Status reports on ongoing tasks, action item lists and records key decisions from project management meetings.

Task 2: Meetings and Presentations

An Ad Hoc working group of partner agencies will be established by MTC to provide input at key points on the proposed methodology, assumptions and results for the assessment outlined below. The Consultant shall attend meetings and make presentations at up to six meetings of this group.

Deliverables : 2. Meeting attendance and presentation materials

Part I. Scenario Assessment

The scenario assessment will be conducted in two rounds. In the first round, to be conducted in early 2011, MTC and ABAG will assess several scenarios covering a range of land use policy assumptions and corresponding transportation investments. In the second round, to be conducted late summer/early fall 2011, ABAG and MTC will consider a draft final scenario which uses "more realistic" land use assumptions and is developed through discussions with local jurisdictions. Pricing sensitivity tests will be conducted in both rounds.

Task 3: Assist MTC with Definition of Performance Measures

The Consultant shall assist MTC staff to define performance measures and objectives for scenario assessment based current state of the practice and available analysis tools. In particular, MTC staff has struggled in the past to identify good indicators of economic vitality and equitable access. Another emerging area of interest relates indicators address the intersection of land use, transportation, and personal health. MTC staff may request assistance from Consultant in identifying potential measures or assessing the advantages and disadvantages of measures suggested by stakeholders.

Deliverables : 3. Short memoranda and/or presentation material assessing potential performance targets.

Task 4: Calculate and Report Performance Measures

The Consultant shall assist MTC in calculating and reporting system-wide performance measures for year 2040 or interim years such as vehicle miles traveled, vehicle hours of delay based on recurring and non-recurring congestion, collisions, accessibility and out-of-pocket transportation cost. Note that MTC plans to calculate all measures of mobile source emissions in-house.

MTC anticipates the scenario performance measures will be based primarily on data extracted from the regional travel demand model. The Consultant may be asked to develop or update Cube scripts to calculate inputs to some indicators such as motor vehicle collisions and non-recurring delay.

Additionally, the Consultant may be asked to quantify the potential impacts of policies and strategies not well represented in the travel model such as non-motorized investments and telework incentives.

For purposes of this proposal, please assume Consultant will undertake this task for three (3) scenarios total: two (2) scenarios in the first round and one (1) scenario in the second round.

Deliverables : 4.a New or updated Cube scripts developed to calculate the performance indicators
4.b Performance measures for each scenario in Round 1
4.c Performance measures for each scenario in Round 2
4.d Spreadsheet models, SAS scripts, or other scripts accompanying documentation for any post-processing developed to calculate the performance indicators
4.e Technical memorandum documenting any off-model calculations or data summary methods

Task 5: Perform Economic Impact Analysis [Optional Task]

If the Consultant does not believe the available budget for this contract is sufficient to include this task, the proposal may identify it as an “Optional Task”, subject to availability of additional funding. The proposal should still include an approach and budget for this task.

Consultant shall analyze the economic impact of transportation and land use scenarios based on the direct, indirect and induced impacts of transportation investments. Impacts may be estimated in terms of business revenue, jobs, employment income and Gross Domestic Product. While MTC expects this analysis to use an existing economic model, MTC has not selected a specific methodology or model.

Deliverables 5. Technical memorandum summarizing economic impact analysis
:

Part II. Project Assessment

Under this part of the project the Consultant shall conduct benefit-cost and cost-effectiveness assessment of major transportation investments such as freeway widenings, new HOV or HOT lanes, major arterial reliever routes, transit extensions and enhancements using information generated from the regional travel demand model. Consultant may also be asked to assist MTC staff to conduct a benefit-cost assessment of programs that are not easily represented in the regional travel model such as, the Regional Bicycle Network, Transportation for Livable Communities, Local Roadway Rehabilitation and Transit Capital Replacement. The project assessment will be conducted within the same time frame as the scenario assessment.

For purposes of this proposal, please assume that 100 projects will be subject to project-level assessment: 85 projects that can be represented in the model and 15 projects that require off-model analysis.

Task 6: Develop Benefit-Cost Assessment Approach

It is anticipated that the Consultant shall enhance and use an existing benefit-cost and cost-effectiveness analysis model or develop a spreadsheet analysis tool that can use data extracted from the regional travel demand model to assess the benefits and costs of major transportation investments. MTC hopes to refine the benefit-cost methodology used in *Transportation 2035*, which generated an annualized benefit-cost ratio for year 2035, to reflect a more traditional approach that accounts for benefits and costs over time.

Benefits may include but are not limited to reductions in travel time and delay, emissions, collisions, and out-of-pocket expenses. Costs consist of capital expenditures and operating and maintenance costs over the RTP period. The model should employ data inputs specific to the Bay Area. The Consultant shall propose the model assumptions and inputs, and provide documentation where appropriate. The Consultant shall work with MTC, ABAG and Air District staff to ensure that assumptions and inputs are, to the extent possible, consistent with other regional models.

Deliverables 6. Technical memorandum describing the benefit-cost assessment
: approach and assumptions

Task 7: Conduct Benefit-Cost Assessment

Consultant shall use the approach developed in Task 6 to conduct a benefit-cost assessment of approximately 100 projects identified by MTC staff. Data for input to the benefit cost model will be extracted by the Consultant from travel demand model forecasts provided by MTC. For projects that are not represented in the regional travel demand model, the Consultant shall develop estimates of impacts based on empirical data and available research. Preliminary benefit-cost results will be provided to project sponsors for review and comment. Consultant may be asked to revise some analyses based on this review process.

For purposes of this proposal, please assume data for 85 projects will come from the regional travel demand model and 15 projects will require off-model assessment of travel and emissions impacts.

Deliverables : 7a. Memorandum with draft analysis results
7b. Memorandum with revised analysis results and discussion of changes
7c. All models and data used in the analysis

Task 8: Prepare Final Technical Report

The Consultant shall prepare a final report, which fully documents the benefit cost analysis assumptions, methodology and results. The final report shall include an appendix with instructions for future analyses with the model applied in this work.

Deliverables : 8. Final report in hard copy and electronic format.

APPENDIX B, COST AND PRICE ANALYSIS FORM¹

COST AND PRICE ANALYSIS - RESEARCH AND DEVELOPMENT CONTRACTS				
This form is to be used in lieu of FAA Form 3515 as provided under FAPR 2-16.260-2, it will be executed and submitted with proposals in response to "Requests for Proposals," for procurement of research and development services. If your cost accounting system does not permit analysis of costs as required, contact the purchasing office for further instructions.			PURCHASE REQUEST NUMBER	
NAME AND ADDRESS OF OFFERER		TITLE OF PROJECT		
DETAIL DESCRIPTION	ESTIMATED HOURS	RATE/HOUR	TOTAL ESTIMATED COST (Dollars)	
1. DIRECT LABOR(Specify)				
TOTAL DIRECT LABOR				
2. BURDEN (Overhead-specify) Dept. or Cost Center	Burden Rate	X BASE	BURDEN (\$)	
TOTAL BURDEN				
3. DIRECT MATERIAL				
TOTAL MATERIAL				
4. SPECIAL TESTING (Including field work at Government installations)				
TOTAL SPECIAL TESTING				
5. SPECIAL EQUIPMENT (If direct charge - specify in Exhibit B on reverse				
6. TRAVEL (If direct charge)				
a. TRANSPORTATION				
b. PER DIEM OR SUBSISTENCE				
TOTAL TRAVEL				
7. CONSULTANTS (Identify - purpose - rate)				
TOTAL CONSULTANTS				
8. SUBCONTRACTORS (Specify in Exhibit A on reverse)				
9. OTHER DIRECT COSTS (Specify in Exhibit B on reverse - explain royalty costs, if any)				
10. TOTAL DIRECT COST AND BURDEN				
11. GENERAL AND ADMINISTRATIVE EXPENSE (Rate % of item nos.)				
12. TOTAL ESTIMATED COST				
13. FIXED FEE OR PROFIT (State basis for amount in proposal)				
14. TOTAL ESTIMATED COST AND FIXED FEE OR PROFIT				

¹ This document is available as an Excel spreadsheet by email upon request to Project Manager.

15. OVERHEAD RATE AND GENERAL AND ADMINISTRATIVE RATE INFORMATION					
A. GOVERNMENT AUDIT PERFORMED		DATE OF AUDIT	ACCOUNTING PERIOD COVERED		
B. NAME AND ADDRESS OF GOVERNMENT AGENCY MAKING AUDIT			C. DO YOUR CONTRACTS PROVIDE NEGOTIATED OVERHEAD RATES? () NO () YES (IF YES, NAME AGENCY NEGOTIATING RATES)		
D. (If no Government rates have been established, furnish the following information)					
DEPARTMENT OR COST CENTER		RATE	TOTAL INDIRECT EXPENSE POOL		BASE FOR TOTAL
16. EXHIBIT A - SUBCONTRACT COSTS (If more space needed, use blank sheets, identify item number)					
NAME AND ADDRESS OF SUBCONTRACTOR(S)		SUBCONTRACTED WORK	SUBCONTRACT		
			TYPE	AMOUNT	
			TOTAL		
17. EXHIBIT B - OTHER DIRECT COSTS (If more space needed, use blank sheets, identify item number)					
				TOTAL	
CERTIFICATE					
The labor rates and the overhead costs are current and other estimated costs have been determined by generally accepted accounting principles. Bidder represents: (a) that he__has,__has not, employed or retained any company or person (other than a full-time bona fide employee working solely for the bidder) to solicit or secure his contract, and (b) that he __has,__has not, paid or agreed to pay to any company or person (other than a full-time bona fide employee working solely for the bidder) any fee, commission, percentage or brokerage fee, contingent upon or resulting from the award of this contract, and agrees to furnish information relating to (a) and (b) above, as requested by the Contracting Officer.					
<i>For interpretation of the representation including the term "bona fide employee," see Code of Federal Regulations, Title 44, Part 150.</i>					
NO. OF CONTRACTOR EMPLOYEES: [] 500 AND UNDER [] OVER 500 [] OVER 750 [] OVER 1,000			STATE INCORPORATED IN:		
DATE		SIGNATURE AND TITLE OF AUTHORIZED REPRESENTATIVE OF CONTRACTOR			

APPENDIX C, CALIFORNIA LEVINE ACT STATEMENT

California Government Code § 84308, commonly referred to as the “Levine Act,” precludes an officer of a local government agency from participating in the award of a contract if he or she receives any political contributions totaling more than \$250 in the 12 months preceding the pendency of the contract award, and for three months following the final decision, from the person or company awarded the contract. This prohibition applies to contributions to the officer, or received by the officer on behalf of any other officer, or on behalf of any candidate for office or on behalf of any committee.

MTC’s commissioners include:

Tom Azumbrado
Tom Bates
Dave Cortese
Dean J. Chu
Chris Daly
Bill Dodd

Dorene M. Giacomini
Federal D. Glover
Scott Haggerty
Anne W. Halsted
Steve Kinsey
Sue Lempert
Jake Mackenzie

Jon Rubin
Bijan Sartipi
James P. Spering
Adrienne J. Tissier
Amy Rein Worth
Ken Yeager

1. Have you or your company, or any agent on behalf of you or your company, made any political contributions of more than \$250 to any MTC commissioner in the 12 months preceding the date of the issuance of this request for qualifications?

___ YES ___ NO

If yes, please identify the commissioner: _____

2. Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any political contributions of more than \$250 to any MTC commissioners in the three months following the award of the contract?

___ YES ___ NO

If yes, please identify the commissioner: _____

Answering yes to either of the two questions above does not preclude MTC from awarding a contract to your firm. It does, however, preclude the identified commissioner(s) from participating in the contract award process for this contract.

DATE

(SIGNATURE OF AUTHORIZED OFFICIAL)

(TYPE OR WRITE APPROPRIATE NAME, TITLE)

(TYPE OR WRITE NAME OF COMPANY)

APPENDIX D, SYNOPSIS OF PROVISIONS IN MTC'S STANDARD CONSULTANT AGREEMENT

The selected consultant will be required to sign MTC's standard consultant agreement, a copy of which standard agreement may be obtained from the Project Manager for this RFP. In order to provide bidders with an understanding of some of MTC's standard contract provisions, the following is a synopsis of the major requirements in our standard agreement for professional services. **THE ACTUAL LANGUAGE OF THE STANDARD CONSULTANT AGREEMENT SUPERSEDES THIS SYNOPSIS.**

Termination: MTC may, at any time, terminate the Agreement upon written notice to Consultant. Upon termination, MTC will reimburse the Consultant for its costs for incomplete deliverables up to the date of termination. Upon payment, MTC will be under no further obligation to the Consultant. If the Consultant fails to perform as specified in the agreement, MTC may terminate the agreement for default by written notice following a period of cure, and the Consultant is then entitled only to compensation for costs incurred for work products acceptable to MTC, less the costs to MTC of rebidding.

Insurance Requirement: See *Appendix D-1, Insurance Requirements*, attached hereto.

Independent Contractor: Consultant is an independent contractor and has no authority to contract or enter into any other agreement in the name of MTC. Consultant shall be fully responsible for all matters relating to payment of its employees including compliance with taxes.

Indemnification: Consultant agrees to defend, indemnify and hold MTC harmless from all claims, damages, liability, and expenses resulting from any negligent or otherwise wrongful act or omission of Consultant in connection with the agreement. Consultant agrees to defend any and all claims, lawsuits or other legal proceedings brought against MTC arising out of such negligent or wrongful acts or omissions. The Consultant shall pay the full cost of the defense and any resulting judgments.

Data Furnished by MTC: All data, reports, surveys, studies, drawings, software (object or source code), electronic databases, and any other information, documents or materials ("MTC Data") made available to the Consultant by MTC for use by the Consultant in the performance of its services under this Agreement shall remain the property of MTC and shall be returned to MTC at the completion or termination of this Agreement. No license to such MTC Data, outside of the Scope of Work of the Project, is conferred or implied by the Consultant's use or possession of such MTC Data. Any updates, revisions, additions or enhancements to such MTC Data made by the Consultant in the context of the Project shall be the property of MTC.

Ownership of Work Product: All data, reports, surveys, studies, drawings, software (object or source code), electronic databases, and any other information, documents or materials ("Work Product") written or produced by the Consultant under this Agreement and provided to MTC as a deliverable shall be the property of MTC. Consultant will be required to assign all rights in copyright to such Work Product to MTC.

Personnel and Level of Effort: Personnel assigned to this Project and the estimated number of hours to be supplied by each will be specified in an attachment to the Agreement. No substitution of personnel or substantial decrease of hours will be allowed without prior written approval of MTC.

Subcontracts: No subcontracting of any or all of the services to be provided by Consultant shall be allowed without prior written approval of MTC. MTC is under no obligation to any subcontractors.

Consultant's Records: Consultant shall keep complete and accurate books, records, accounts and any and all work products, materials, and other data relevant to its performance under this Agreement. All such records shall be available to MTC for inspection and auditing purposes. The records shall be retained by Consultant for a period of not less than four (4) years following the fiscal year of the last expenditure under this Agreement.

Prohibited Interest: No member, officer or employee of MTC can have any interest in this agreement or its proceeds and Consultant may not have any interest which conflicts with its performance under this Agreement.

Governing Law. The Agreement shall be governed by the laws of the State of California.

APPENDIX D-1, INSURANCE REQUIREMENTS

Minimum Insurance Coverages. CONSULTANT shall, at its own expense, obtain and maintain in effect at all times the following types of insurance against claims, damages and losses due to injuries to persons or damage to property or other losses that may arise in connection with the performance of work under this Agreement, placed with insurers with a Best's rating of A-X or better.

Yes (✓)	Please certify by checking the boxes at left that required coverages will be provided within five (5) days of MTC's notice to firm that it is the successful proposer.
_____	<u>Workers' Compensation Insurance</u> in the amount required by the applicable laws, and Employer's Liability insurance with a limit of not less than \$1,000,000 per employee and \$1,000,000 per occurrence, and any and all other coverage of CONSULTANT's employees as may be required by applicable law. Such policy shall contain a Waiver of Subrogation endorsement in favor of MTC. Such Workers Compensation & Employers Liability may be waived, if and only for as long as CONSULTANT is a sole proprietor with no employees.
_____	<p><u>Commercial General Liability Insurance</u> for Bodily Injury and Property Damage liability, covering the operations of CONSULTANT and CONSULTANT's officers, agents, and employees and with limits of liability which shall not be less than \$1,000,000 combined single limit per occurrence with a general aggregate liability of not less than \$2,000,000, and Personal & Advertising Injury liability with a limit of not less than \$1,000,000. Expense for Indemnatee's defense costs shall be outside of policy limits and such policy shall be issued on a Duty to Defend Primary Occurrence Form.</p> <p>MTC, and its commissioners, officers, representatives, agents and employees are to be named as additional insureds. Such insurance as afforded by this endorsement shall be primary as respects any claims, losses or liability arising directly or indirectly from CONSULTANT's operations.</p>
_____	<u>Business Automobile Insurance</u> for all automobiles owned, used or maintained by CONSULTANT and CONSULTANT's officers, agents and employees, including but not limited to owned, leased, non-owned and hired automobiles, with limits of liability which shall not be less than \$1,000,000 combined single limit per occurrence.
_____	<u>Errors and Omissions Professional Liability Insurance</u> (if applicable) in an amount no less than \$1,000,000. If such policy is written on a "Claims-Made" (rather than an "occurrence") basis, CONSULTANT agrees to maintain continuous coverage in effect from the date of the commencement of services to at least three (3) years beyond the termination or completion of services or until expiration of any applicable statute of limitations, whichever is longer. The policy shall provide coverage for all work performed by the CONSULTANT and any work performed or conducted by any subcontractor/consultant working for or performing services on behalf of the CONSULTANT. No contract or agreement

	between the CONSULTANT and any subcontractor/consultant shall relieve the CONSULTANT of the responsibility for providing this Errors & Omissions or Professional Liability coverage for all work performed by the CONSULTANT and any subcontractor/consultant working on behalf of the CONSULTANT on the project.
_____	<u>Property Insurance</u> covering CONSULTANT'S own business personal property and equipment to be used in performance of this Agreement, materials or property to be purchased and/or installed on behalf of MTC (if any), debris removal, and builders risk for property in the course of construction (if applicable). Coverage shall be written on a "Special Form" ("All Risk") that includes theft, but excludes earthquake, with limits at least equal to the replacement cost of the property. Such policy shall contain a Waiver of Subrogation in favor of MTC. If such insurance coverage has a deductible, the CONSULTANT shall also be liable for the deductible.

By signing below, you acknowledge and agree to provide the required certificate of insurance providing verification of the minimum insurance requirements listed above within five (5) days of MTC's notice to firm that it is the successful proposer.

Representative Name and Title	
Name of Authorizing Official	
Authorized Signature	
Date	

NOTE: If you were unable to check "Yes" for any of the required minimum insurance coverages listed above, a request for exception to the appropriate insurance requirement(s) must be brought to MTC's attention no later than the date for protesting RFP provisions. If such objections are not brought to MTC's attention consistent with the protest provisions of this RFP, compliance with the insurance requirements will be assumed.

APPENDIX E, TASK ORDER PROCESS

Task Orders will be numbered sequentially and by Fiscal Year (FY). For example, the first Task Order signed by the parties will be Task Order #1/09. Amendments will be numbered #1/09-1, 1/09-2, etc. The period of performance shall be as set forth in the individual Task Order.

The process for developing, signing and tracking task orders is summarized as follows:

Step 1 – The MTC Project Manager (PM), or designee, prepares a draft Task Order to issue to CONSULTANT. The PM may solicit feedback from CONSULTANT to facilitate drafting the Task Order.

Step 2* – CONSULTANT prepares a proposal in response to the draft Task Order. The proposal should follow the Task Order Form format specified herein Appendix F.

Step 3* – The MTC PM reviews CONSULTANT's proposal to determine if it meets the objectives of the draft Task Order and if CONSULTANT's proposed costs are reasonable. The PM may solicit early feedback from the MTC Planning Director at this time, if necessary. Any changes to the draft Task Order deemed appropriate by MTC shall be incorporated in a draft Final Task Order.

Step 4* – The MTC PM forwards the draft Final Task Order to the MTC Contract Administrator for review and approval.

Step 5* – Once approved, the MTC PM forwards two copies of the Task Order to the MTC Director of Planning for review and approval.

Step 6* – The MTC Director of Planning signs both copies of a Final Task Order to signify approval and returns them to the MTC PM.

Step 7 – The MTC PM sends both copies of the signed Final Task Order to CONSULTANT, who signs both copies and returns one to the MTC PM.

Step 8 – The MTC PM sends one copy of the fully executed Task Order to the MTC Task Lead who initiates work, and sends another copy to MTC Accounting to encumber funds against the Task Order. The MTC PM keeps the original fully-executed Task Order for the official project record.

Step 9 – The MTC PM is responsible for overseeing the successful conclusion of the Task Order, and will manage the progress of the work, track invoices against the Task Order budget, and track milestone completion against the Task Order schedule.

Step 10 – Once the MTC PM determines the Task Order is complete, the MTC PM will send written notification to CONSULTANT that the Task Order is complete and that all associated invoices are due to MTC within 30 days. Any balance of budget is made available to spend on future task orders at the MTC PM's discretion.

Step 11 – The MTC PM will annually assess the need for a Contract audit.

**The MTC Project Manager may revise the Task Order and/or CONSULTANT may be asked to revise the proposal based on feedback received during Steps 2 through 6.*

APPENDIX E-1,
Sample Task Order

1. Task Order No. (include FY)	Example: 1-09; 2-09
2. Title of Task:	
3. MTC Task Lead (if different from MTC Project Manager):	
4. Description of work:	<i>Summarize key task expectations.</i> For more information, see attached <u>Task Order Budget and Schedule</u> and <u>Detailed Description of Work (attached)</u> .
5. Original Maximum Payment:	
6. Amended Maximum Payment:	Include each amendment to maximum payment, by amendment number, for particular fiscal year.
7. Completion Date:	Date Schedule attached.
8. Payment terms:	<input type="checkbox"/> Time & Materials <input type="checkbox"/> Deliverables

7. Payment Terms

A. Time and Materials

	<u>Name/Position</u>	<i>Est. Hrs</i>	<i>Hrly Rate</i>	<i>Total Cost*</i>
1.				\$1
2.				\$1
3.				\$1
4.				\$1
7.				\$1
	Total:			\$5.00

*Due upon satisfactory completion as determined by the MTC Project Manager.

METROPOLITAN TRANSPORTATION
COMMISSION

COMPANY NAME

_____, Director of Planning
Date: _____

Signator Name, Title
Date _____

j/contract/MTC pathname

Task Order Schedule

<u>Deliverable/Milestone</u>		<u>Due Date</u>
		Date

Detailed Description of Work